

Alan S. Wolf, Bar No. 94665
Daniel K. Fujimoto, Bar No. 158575
THE WOLF FIRM, A Law Corporation
2955 Main Street, Second Floor
Irvine, CA 92614
Tel: (949) 720-9200
Fax: (949) 608-0128

Attorneys for Movant
Deutsche Bank National Trust Company, as Indenture Trustee,
on behalf of the holders of the Aames Mortgage Investment
Trust 2006-1, Mortgage Backed Notes

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF CALIFORNIA

In Re:) CASE: 10-10777-A-7
BRYAN MORTON MCCAA and SUSAN ILENE)
MCCAA) CHAPTER 7
Debtors.)
) REF.: ASW-1
) MOTION FOR RELIEF FROM
) THE AUTOMATIC STAY AND
) DECLARATION OF JO-ANN
) GOLDMAN IN SUPPORT
) THEREON
)
) DATE: 04/28/10
) TIME: 1:00pm
) CTRM: 1st FL
) U.S. Bankruptcy Court
) 1300 18th Street
) Bakersfield, CA 93301

The Motion of Deutsche Bank National Trust Company, as
Indenture Trustee, on behalf of the holders of the Aames
Mortgage Investment Trust 2006-1, Mortgage Backed Notes
respectfully shows as follows:

1. This Court has jurisdiction over this proceeding pursuant to 28 U.S.C. Sections 157 and 1334.

2. This Motion is brought pursuant to Local Rule 9014-1 (f)(1)(ii) written opposition, if any, to the granting of

1 the Motion shall be in writing and shall be served on the
2 moving party and filed with the Clerk by the responding
3 party at least fourteen (14) days preceding the noticed date
4 of the hearing. Unless written opposition and supporting
5 evidence are timely filed with the Court, without good
6 cause, no party will be heard in opposition to the Motion at
7 oral argument. Failure of the responding party to timely
8 file written opposition may be deemed a waiver of any
9 opposition to the granting of the Motion.

10 Opposition to the Motion shall be served on counsel for
11 Movant as follows:

12 THE WOLF FIRM, A Law Corporation
13 2955 Main Street, Second Floor
Irvine, CA 92614

14 3. On January 27, 2010, a petition under Chapter 7 of
15 the Bankruptcy Code was filed by the Debtors.

16 4. RANDELL PARKER is the Chapter 7 Trustee for this
17 case.

18 5. Movant is, and at all times herein mentioned was a
19 corporation organized and existing under the laws of the
20 United States.

21 6. Movant is the beneficiary under a Deed of Trust by
22 way of assignment which secures a Promissory Note ("Note")
23 in the principal sum of \$122,500, with the Note all due and
24 payable on October 1, 2035. The Note and Deed encumber real
25 property commonly known as:

26 6 Penrose Drive, Yerington, NV 89447 ("Property")

1 and legally described as set forth in the Deed of Trust,
2 which is attached to the Declaration of JO-ANN GOLDMAN.

3 7. The beneficial interest under the Deed of Trust is
4 currently held by Movant by way of assignment. See
5 Declaration of JO-ANN GOLDMAN.

6 8. There was a default under the terms of the Note and
7 Deed of Trust and on November 12, 2009, Movant caused to be
8 recorded a Notice of Default and Election to Sell.

9 9. The Property is not Debtors' principal residence.

10 10. As of March 11, 2010, the Debtors have failed to
11 tender 10 of the contractual payments which have fallen due
12 under the Note and Deed of Trust.

13 11. The total amount due under Note and Deed of Trust
14 as of March 11, 2010, exclusive of attorneys fees and costs,
15 was approximately \$132,504.34. See Statement of
16 Indebtedness attached hereto as Exhibit "1".

17 12. Movant requests the Court take Judicial Notice
18 that the Debtors' Schedule "A" provides the fair market
19 value of the Property to be approximately \$95,000.00. A
20 true and correct copy of Schedule "A" is attached hereto as
21 Exhibit "2" and incorporated by reference.

22 13. Movant requests the Court take Judicial Notice
23 that the Debtors' Statement of Intentions provides the
24 Property is to be surrendered. A true and correct copy of
25 the Statement of Intentions is attached hereto as Exhibit
26 "3" and incorporated by reference.
27

1 14. Due to the liens, encumbrances and arrearages
2 existing against the Property, and due to current market
3 trends and costs of sale, the Debtors do not have any equity
4 in the Property.

5 15. The Debtors have no reasonable prospect for
6 reorganization and the Property is not necessary for an
7 effective reorganization.

8 16. Movant does not have, and has not been offered,
9 adequate protection for its interest in the Property and the
10 passage of time will result in irreparable injury to
11 Movant's interest in the Property including, but not limited
12 to, loss of interest and opportunity.

13 17. For all the reasons set forth herein, there is
14 cause for relief from stay including, but not limited to,
15 lack of adequate protection and the Debtors' failure to make
16 the required Deed of Trust payments.

17 WHEREFORE, Movant prays for the judgment against
18 Respondents as follows:

19 (1) That the automatic stay be terminated or annulled
20 so that Movant may exercise or cause to be exercised any and
21 all rights under its Note and/or Deed of Trust and any and
22 all rights after the foreclosure sale, including, but not
23 limited to, the right to consummate foreclosure proceedings
24 on the property and the right to proceed in unlawful
25 detainer;

26 (2) For reasonable attorneys' fees;

(3) For the waiver of the 14 day stay pursuant to
Bankruptcy Rule 4001(a)(3).

(4) For such other and further relief as the Court deems just and proper.

Dated: March 17, 2010

/s/ Alan Steven Wolf
ALAN STEVEN WOLF
Attorneys for Movant
Deutsche Bank National Trust
Company, as Indenture Trustee, on
behalf of the holders of the Aames
Mortgage Investment Trust 2006-1,
Mortgage Backed Notes

EXHIBIT 1

MOVANT'S STATEMENT OF INDEBTEDNESS

Debtors: MCCAA
CASE NO.: 10-10777-A-7
PROPERTY ADDRESS: 6 Penrose Drive
Yerington, NV 89447

A. APPROX. PRINCIPAL DUE AS OF March 11, 2010:
1st trust deed SELECT PORTFOLIO = \$ 118,552.97

TOTAL = \$ 118,552.97

B. APPROX. DELINQUENCY ON ABOVE INDEBTEDNESS AS OF 03/11/10:
Movant's first trust deed payments and late charges:

1	payment(s) at	\$	1,111.66	=	\$	1,111.66
9	payment(s) at	\$	1,098.79	=	\$	9,889.11
			Accrued Late Charges	\$		139.08
			Escrow Advance	\$		1,371.34
			Miscellaneous	\$		1,440.18
			TOTAL	\$		13,951.37

C. VALUE OF PROPERTY: \$ 95,000.00
D. LESS TOTAL OF PRINCIPAL AND DELINQUENCY: \$ 132,504.34

E. GROSS EQUITY (D-C)*: \$ -37,504.34

EXHIBIT 2

**In re Bryan Morton McCaa,
Susan Ilene McCaa**

Case No.

Debtors

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

Description and Location of Property	Nature of Debtor's Interest in Property	Husband, Wife, Joint, or Community	Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption	Amount of Secured Claim
Residence: 5500 Sicily Court Bakersfield, California 93308	Fee Simple	C	190,000.00	342,072.00
To be Surrendered. Fair market value is based on comparables in the area. Payment Due: 1st Payment Late: 16th				
Rental Property: 6 Penrose Drive Yerington, Nevada 89447	Fee Simple	C	95,000.00	118,552.00
To be Surrendered. Fair market value is based on comparables in the area Payment Due: 1st Payment Late: 16th				

Sub-Total > 285,000.00 (Total of this page)

(Report also on Summary of Schedules)

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

EXHIBIT 3

United States Bankruptcy Court
Eastern District of California

In re Bryan Morton McCaa
Susan Ilene McCaa

Case No.
 Chapter 7

Debtor(s)

CHAPTER 7 INDIVIDUAL DEBTOR'S STATEMENT OF INTENTION

PART A - Debts secured by property of the estate. (Part A must be fully completed for **EACH** debt which is secured by property of the estate. Attach additional pages if necessary.)

Property No. 1	
Creditor's Name: <u>Citi Financial Retail Service</u>	Describe Property Securing Debt: <u>2005 Dodge Ram 1500</u> <u>To be Surrendered</u> <u>Mileage: 48,000</u>
Property will be (check one): <input checked="" type="checkbox"/> Surrendered <input type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input type="checkbox"/> Claimed as Exempt <input checked="" type="checkbox"/> Not claimed as exempt	

Property No. 2	
Creditor's Name: <u>Homeq</u>	Describe Property Securing Debt: Residence: <u>5500 Sicily Court</u> <u>Bakersfield, California 93308</u>
To be Surrendered. Fair market value is based on comparables in the area. Payment Due: 1st Payment Late: 16th	
Property will be (check one): <input checked="" type="checkbox"/> Surrendered <input type="checkbox"/> Retained	
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).	
Property is (check one): <input type="checkbox"/> Claimed as Exempt <input checked="" type="checkbox"/> Not claimed as exempt	

Property No. 3	
Creditor's Name: Select Portfolio Svcin	Describe Property Securing Debt: Rental Property: 6 Penrose Drive Yerington, Nevada 89447
	To be Surrendered. Fair market value is based on comparables in the area Payment Due: 1st Payment Late: 16th

Property will be (check one): <input checked="" type="checkbox"/> Surrendered <input type="checkbox"/> Retained
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).
Property is (check one): <input type="checkbox"/> Claimed as Exempt <input checked="" type="checkbox"/> Not claimed as exempt

Property No. 4	
Creditor's Name: Wells Fargo Bank N A	Describe Property Securing Debt: Residence: 5500 Sicily Court Bakersfield, California 93308
	To be Surrendered. Fair market value is based on comparables in the area. Payment Due: 1st Payment Late: 16th

Property will be (check one): <input checked="" type="checkbox"/> Surrendered <input type="checkbox"/> Retained
If retaining the property, I intend to (check at least one): <input type="checkbox"/> Redeem the property <input type="checkbox"/> Reaffirm the debt <input type="checkbox"/> Other. Explain _____ (for example, avoid lien using 11 U.S.C. § 522(f)).
Property is (check one): <input type="checkbox"/> Claimed as Exempt <input checked="" type="checkbox"/> Not claimed as exempt

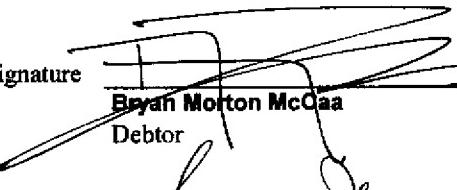
PART B - Personal property subject to unexpired leases. (All three columns of Part B must be completed for each unexpired lease. Attach additional pages if necessary.)

Property No. 1		
Lessor's Name: -NONE-	Describe Leased Property:	Lease will be Assumed pursuant to 11 U.S.C. § 365(p)(2): <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO

I declare under penalty of perjury that the above indicates my intention as to any property of my estate securing a debt and/or personal property subject to an unexpired lease.

Date 1-12-2010

Signature


Bryan Morton McCaa
Debtor

Date 1-12-2010

Signature


Susan Ilene McCaa
Joint Debtor